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5 UNITED STATES DISTRICT COURT
6 WESTERN DISTRICT OF WASHINGTON
7 AT SEATTLE

8 KIMMEL, CARTER, ROMAN,
9 PELTZ, & O'NEILL, P.A., on behalf of
10 itself and all others similarly situated,

11 Plaintiff,

12 v.

13 COSTCO WHOLESALE
14 CORPORATION and the COSTCO
15 EMPLOYEE BENEFITS PROGRAM,

16 Defendants.

C19-741 TSZ

MINUTE ORDER

17 The following Minute Order is made by direction of the Court, the Honorable
18 Thomas S. Zilly, United States District Judge:

19 (1) Defendants' motion for joinder of necessary party, docket no. 12, is
20 GRANTED. This is an action for declaratory and injunctive relief brought by a Delaware
21 personal injury law firm ("Kimmel Carter") against Costco Wholesale Corporation and
22 the Costco Employee Benefits Program seeking to void a requirement in Costco's
23 Employee Benefits Program (the "Plan") that requires attorneys to sign onto the
Reimbursement Agreement presented to all employees who receive benefits under the
Plan. The case concerns ERISA-regulated benefits under Costco's employee benefits
program. Plaintiff's client, Ashli Gerlach, signed the Retirement Agreement, Exhibit A
to the complaint in this action. As an employee of defendant Costco Wholesale
Corporation and a participant in the Plan, Ms. Gerlach's rights may be affected if plaintiff
succeeds in its claim for declaratory judgment in this action. Plaintiff alleges that certain
terms of the defendants' Reimbursement Agreement that are quoted within paragraph 8
(of the complaint) are unlawful, unenforceable, void against public policy, and of no

1 effect to the proposed class. Ashli Gerlach is a necessary party under Federal Rule 19(b).
2 Because this action will be decided under ERISA, service of process on Ms. Gerlach may
be effected anywhere in the United States. 29 U.S.C. § 1132(e)(2).

3 (2) Plaintiff's motion to remand, docket no. 14, is DENIED. The Court has
jurisdiction under ERISA. *See, e.g., DB Healthcare, LLC v. Blue Cross Blue Shield of*
4 *Arizona, Inc.*, 852 F.3d 868, 873 (9th Cir. 2017) (quoting 29 U.S.C. § 1132(a)(1) & (3))
5 (noting that civil actions under ERISA may be brought "by a participant, beneficiary, or
fiduciary").

6 (3) Plaintiff's motion, docket no. 33, to defer deadline for class certification
motion is STRICKEN as moot. The Court will set a deadline for such motion when it
7 issues a scheduling order in this matter.

8 (4) The Clerk is directed to send a copy of this Minute Order to all counsel of
record.

9 Dated this 20th day of August, 2019.

10 William M. McCool

11 Clerk

12 s/Karen Dews

13 Deputy Clerk
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